

8988444

**When Recorded, Please Mail To:**  
**Sherry Jones, Clerk**  
**Salt Lake City Suburban**  
**Sanitary District No. 1**  
**3932 South 500 East**  
**Salt Lake City, Utah 84107-1895**

8988444  
02/26/2004 11:09 AM NO FEE  
Book - 8950 Pg - 3180-3183  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY SUBURBAN SAN.DIST.#1  
3932 S 500 E  
SLC UT 84107-1895  
BY: ALG, DEPUTY - WI 4 P.

Parcel ID #22-04-151-025

GRANT OF EASEMENT  
FOR CONSTRUCTION AND MAINTENANCE OF WASTEWATER  
COLLECTION AND TRANSPORTATION FACILITIES

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **Duane Wright** of **Duane & Effie Wright Family Limited Partnership #2**, Grantor, hereby convey and warrant to Salt Lake City Suburban Sanitary District No. 1, a Special District of the State of Utah, (the "District") Grantee, of Salt Lake County, Utah, for the benefit of the District and in the public interest, a permanent easement and right-of-way (the "Easement") for the purpose of constructing, operating and maintaining one or more underground pipelines in the easement and all related equipment and apparatus including, without limitation, electrical lines and communication facilities relating thereto and manholes and other means of access on the surface of the Easement (collectively, the "Facilities"); the Easement granted herein for the collection and transportation of wastewater as permitted by the District in the exclusive discretion of the District, over, across, through and under the premises of the Grantor situated in Salt Lake County, Utah which premises are described on Exhibit "A" which is attached hereto and incorporated herein by reference. The Easement conveyed hereby is 10 feet wide, 5 feet on each side of the centerline of the Easement. The Easement is more particularly described on Exhibit "B" which is attached hereto and incorporated herein by reference.

Granting to Salt Lake City Suburban Sanitary District No. 1 a perpetual right of ingress and egress to and from and along the Easement with the right to construct, install, operate, maintain, repair, replace, reconstruct, augment and/or remove the Facilities and such other facilities deemed necessary by the District for the collection and transportation of wastewater, together with the right to use such other property of Grantor as may be reasonably necessary for ingress and egress to the Easement and for the other purposes set forth above and the right, in Grantee's sole discretion, to allow other persons to utilize the Easement for the purpose of constructing, maintaining, operating and repairing certain of the Facilities and for the purpose of constructing, maintaining, operating, repairing and connecting pipelines and appurtenances to the Facilities which are owned and operated by the Grantee or other persons.

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**GRANT OF EASEMENT  
PAGE TWO**

Nothing contained herein shall: (i) constitute acceptance or ownership by the District of any sewer laterals or other facilities installed and/or maintained by persons other than the District; nor (ii) constitute acceptance or ownership by the District of any Facilities installed and/or maintained by persons other than the District prior to the time that the District officially accepts such Facilities.

Grantor shall have the right to utilize the surface of the Easement for uses which are not inconsistent with the rights granted to the Grantee herein, however Grantor shall not construct any structures or other permanent improvements on the surface of the Easement without first obtaining Grantee's express written consent, which consent may be withheld in Grantee's sole discretion.

The Grantee hereby agrees to repair or replace any damages to Grantor's land or crops caused by the Grantee, but not to permanent improvements encroaching upon the Easement (whether or not permitted by Grantee), in the construction, maintenance, repair, operation, replacement, or removal of the Facilities.

WITNESS the hand of said Grantor this 16 day of Oct, 2003.

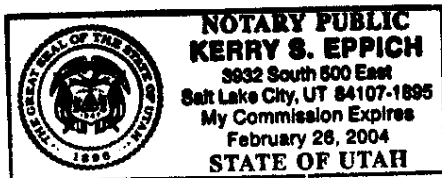
*Duane Wright*  
[Grantor's Name]

\_\_\_\_\_  
[Grantor's Name]

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 16 day of Oct, 2003,  
by Duane Wright.

(Seal)



My Commission Expires:

2/26/2004

*Kerry S. Eppich*  
Notary Public for Utah  
Residing at:

**EXHIBIT "A"**

[Grantor's Property]

Real property located in Salt Lake County, Utah, described as:

**BEG W 379.5 FT FR SE COR OF LOT 1, BLK2, TEN ACRE PLAT A BIG FIELD SUR; N 509.2 FT; N 0°03' E 46.15 FT; W 381.95 FT; N 148.13 FT M OR L; S 88°18'46" W 68.34 FT; S 0°03'24" E 187.69 FT; S 89°55' W 76.44 FT; S 0°15'38" E 512.55 FT; N 89°45'25" E 518.35 FT TO BEG.**

## **EXHIBIT "B"**

[Centerline of Easement]

The centerline of a 10 foot wide easement located on the property described in Exhibit "A", which centerline is described as:

**BEGINNING AT A POINT ON THE WEST LINE OF WINDER PARK PLACE PLANNED UNIT DEVELOPMENT, A SUBDIVISION RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 0°04'32" WEST 6.34 FEET FROM THE NORTHWEST CORNER OF LOT 5 OF SAID WINDER PARK PLACE PLANNED UNIT DEVELOPMENT, AND RUNNING THENCE NORTH 87°49'30" WEST ALONG THE CENTER OF A NEW SEWER LINE 163.55 FEET, MORE OR LESS, TO A NEW SANITARY SEWER MANHOLE; THENCE SOUTH 338.73 FEET, MORE OR LESS, TO THE NORTH LINE OF 4500 SOUTH STREET (33 FOOT HALFWIDTH).**